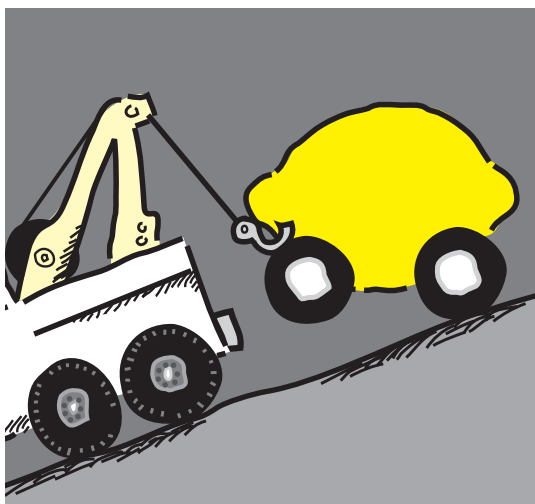


Lemon Law

MOTOR
VEHICLE



LEMON
LAW

Lemon Law Administration
Office of the Attorney General
Christine O. Gregoire

TELEPHONE ACCESSIBLE INFORMATION

The Attorney General's Office offers a number of informational tapes on the Lemon Law. Callers with touch-tone phones can hear the tapes 24 hours a day.

Statewide

Toll-free 1-(800) 541-8898

Local King County

587-4240

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Motor Vehicle Lemon Law

What Is The Lemon Law?

The Washington State Motor Vehicle “Lemon Law” is designed to help new vehicle owners who have substantial continuing problems with warranty repairs. The law allows the owner to request an arbitration hearing through the Attorney General’s Office.

There will be no charge for the arbitration process. At the hearing, the arbitrator will decide whether a consumer’s claim meets the requirements under the law.

A special note about motor homes:

There are different requirements under the law that are described in the **Lemon Law Motor Home brochure** which is available from the Lemon Law Administration.

Which Vehicles Are Eligible?

The law covers most classes of motor vehicles including “demonstrators” which have an original retail purchase or lease in Washington and are originally registered in the state (Note: a military exception may apply to the registration requirement). An owner can request an arbitration under Lemon Law at any time within 30 months of the vehicle’s **original** retail delivery date.

You do not have to be the original owner to request arbitration. Later owners of a vehicle may request an arbitration if: the vehicle was purchased within two years of delivery to the

original retail consumer and within the first 24,000 miles of operation; the vehicle meets the other eligibility requirements; and the Request For Arbitration is made within 30 months of the original retail delivery date.

The Following Vehicles Are Not Covered By Lemon Law:

- Motorcycles with engine displacements of less than 750 cubic centimeters;
- Trucks over 19,000 lbs. gross weight rating;
- Portions of a motor home used as dwelling, office, or commercial space;
- Vehicles purchased or leased by a business as part of a fleet of 10 or more.

What Is A “Lemon”?

Your vehicle may qualify as a “lemon” if it has one or more substantial defects that have been subject to a “reasonable number of attempts” to diagnose or repair the problem(s) under the manufacturer’s warranty. A “reasonable number of attempts” has occurred when:

1. Diagnosis or repair of the same **“serious safety defect”** has been attempted two or more times, and the defect continues to exist. At least one attempt must occur during the “warranty period” (see *What Is The Warranty Period?*).

• A **“serious safety defect”** is a life-threatening malfunction that impairs the driver’s ability to control or operate the vehicle, or creates a risk of fire or explosion; **OR**

2. Diagnosis or repair of the same **“nonconformity”** has been attempted four or more times, and the defect continues to exist. At least one attempt must occur during the “warranty period” (see *What Is The Warranty Period?*).

- A “**nonconformity**” is a defect that “substantially impairs” the use, value or safety of the motor vehicle so as to make the vehicle unreliable, unsafe or diminished in resale value for comparable vehicles; **OR**

3. A vehicle has been **out-of-service** for diagnosis or repair of one or more nonconformities or serious safety defects (whether or not repaired) for a cumulative total of 30 calendar days, with at least 15 of those days occurring during the “warranty period.”

At the arbitration hearing, the arbitrator will ask you which of the above criteria applies to your vehicle. You can claim one or more of the criteria listed above as long as you can prove to the arbitrator that they apply to the defect(s) in your vehicle.

Are All Problems Covered Under The Lemon Law?

NO. The law does not cover problems caused by owner abuse or negligence, or any unauthorized modifications or alterations made to the vehicle. Lemon Law applies only to the self-propelled vehicle and chassis portions of a motor home. For the Lemon Law requirements for motor homes see the Lemon Law Motor Home Brochure - to obtain a copy contact the Lemon Law Administration.

The law covers only defects which “substantially impair” the use, value, or safety of the motor vehicle (see *What You Must Prove At The Hearing*).

What Is The Warranty Period?

To determine whether you have a claim under Lemon Law you will have to determine whether

at least one attempt to diagnose or repair each defect occurred under the manufacturer's warranty and within the "warranty period." It is important to understand that, for purposes of arbitration, the "warranty period" may be different from the actual manufacturer's warranty. The law requires that the manufacturer's warranty cover at least 1 year or 12,000 miles (whichever occurs first). **An extended service contract is not an express manufacturer's warranty.**

When determining whether an attempt to diagnose or repair a defect meets the requirements for eligibility, the "warranty period" covers a diagnosis or repair occurring within 2 years from the original delivery date and 24,000 miles of operation of the vehicle.

The following are examples of how to determine whether a diagnosis or repair attempt occurred during the warranty period.

1. If the manufacturer provides the minimum warranty of **one year or 12,000 miles** (whichever occurs first), an eligible defect must have been:

- diagnosed or repaired **at least once** under the manufacturer's warranty within 12 months and 12,000 miles; **OR**
- out-of -service for a total of 30 or more cumulative calendar days due to diagnosis or repair of one or more defects that are covered by the manufacturer's warranty; **at least 15 calendar days** must have occurred during the manufacturer's warranty coverage of 12 months and 12,000 miles.

2. If the manufacturer provided a **longer warranty** (e.g. five years or 50,000 miles) an eligible defect must have been:

- diagnosed or repaired **at least once** under the manufacturer's warranty and within two years and 24,000 miles; **OR**
- out-of -service for a total of 30 or more cumulative calendar days due to diagnosis or repair of one or more defects that are covered by the manufacturer's warranty; **at least 15 calendar days** must have occurred within two years and 24,000 miles.

Records Needed For A Request For Arbitration

You must submit copies of your purchase or lease agreement and title/registration documents. If you are a subsequent owner, you should also submit a title history for the vehicle and/or the original owner's documents. You must submit copies of your vehicle's repair orders when you request an arbitration. If you did not receive repair orders or did not keep your copies, see *How To Obtain Documents*.

Each time you take your vehicle to a dealership for warranty services, you have the right to receive a fully itemized and legible repair order or written statement from the dealer. Among other requirements, the repair order or statement must identify the problem(s) you are experiencing with your vehicle, diagnosis, work done, the in and out mileage on the vehicle, and the dates the vehicle was in the repair shop.

You are entitled to receive a copy of any report or computer reading regarding inspection, diagnosis, or test-drive of your vehicle from the dealer or manufacturer upon request. In addition, you are entitled to copies of any technical service bulletins regarding the year, make and

model of your vehicle. Technical service bulletins are sent to service departments by the manufacturer. Service bulletins describe particular problems which are occurring in certain vehicles and how to diagnose and repair them.

How To Obtain Documents

If you are missing documents needed for arbitration, you should submit a written request to the source (e.g. dealer, manufacturer, etc.), asking for copies of the documents. **Keep a copy of your request letter.**

If you do not receive the documents after requesting them, indicate this on the Request For Arbitration form and submit a copy of your written document request.

If You Have A “Lemon,” What Should You Do?

1. Gather all your documents, records, and repair reports and organize them. Evaluate how your vehicle qualifies as a “lemon” based on your records.

2. **Write to the manufacturer** requesting the repurchase or replacement of your vehicle. To locate the manufacturer’s address look in your owner’s manual, ask the dealership, or contact the Lemon Law Administration.

The written request to the manufacturer should include:

- Make, Model, Year, and Vehicle Identification Number (VIN);
- An explanation of the problem(s);
- Name(s) of dealership(s) where diagnosis/repair attempts have been made, including dates of attempts;
- You **must** request replacement or repurchase

of the motor vehicle.

You should send the letter to the manufacturer by certified mail with a return receipt requested. This will verify the date that the manufacturer received your letter. **KEEP A COPY OF YOUR LETTER AND YOUR RETURN RECEIPT IN YOUR RECORDS.**

3. The manufacturer should be allowed 40 days to respond in most instances (see Note below). If the manufacturer does not respond or if the response is unsatisfactory, you can submit the Request For Arbitration form to the Lemon Law Administration in the Attorney General's Office.

Note: A Request For Arbitration Form must be received by the Lemon Law Administration within 30 months of the vehicles' original retail delivery date whether or not the 40 day response period has expired.

4. Call or write the Attorney General's Office for a Request For Arbitration form.

Note: The Lemon Law does not allow a consumer to stop making loan or lease payments while pursuing a Lemon Law claim.

Submitting Your Request For Arbitration

Completing the Form

First, carefully read the instructions for filling out the form. When you submit the Request For Arbitration form you must include copies of all designated documents, records, and itemized repair orders. Fill the form out completely; add any further explanation or additional information if you believe it relates directly to your claim. All registered owners of the vehicle must sign the form.

Information Needed To Complete The Request For Arbitration Form

When completing the form, clearly describe each defect, when each attempt to diagnose or repair occurred, the mileage on your vehicle at the time of each attempt, the dealer who made the repairs, and the number of days your vehicle was out-of-service due to diagnosis or repair. You must send in copies of the repair orders for **all** diagnosis or repair attempts related to the defect(s) in your claim. If you cannot provide the documents, you must explain the reason why they are missing on the Request For Arbitration form (see *Records You Need For A Lemon Law Claim*).

Keep a copy of the Request For Arbitration for your files and mail the original form to the Lemon Law Administration. If you are approaching the 30 month deadline for filing your Request For Arbitration, send the form and documents by certified mail (return receipt requested), deliver it in person or submit it by FAX (the address information is on the form).

Scheduling Of The Hearing

On the Request For Arbitration form you are asked to state a preferred time for the hearing. IT IS VERY IMPORTANT TO CONSIDER THIS CAREFULLY. IT IS VERY DIFFICULT (AND PROBABLY WILL NOT BE POSSIBLE) TO MAKE CHANGES AT A LATER TIME.

Arbitration hearing dates can be requested for weekdays, Saturdays, and evenings at locations around the state. The Arbitration Board will try to accommodate your schedule, but cannot guarantee to schedule your hearing when requested or when it will be most convenient for you.

Do You Need An Attorney?

It is not necessary for you to have an attorney; however, you may choose to be represented by counsel. Please indicate on the Request For Arbitration form if you will be represented by an attorney. The manufacturer may also be represented by an attorney. “Reasonable” attorney costs will be refunded to you in an award only if the manufacturer is also represented by counsel. You should read the section *What Is An Arbitration Hearing?* before making your decision as to whether you will be represented by an attorney. If you decide you want to be represented by an attorney, it is advisable to consult with one as early as possible.

After You Request An Arbitration

The Lemon Law Administration will screen your arbitration request for:

- a completed form;
- copies of all the designated documents;
- filing of the Request For Arbitration within 30 months of the vehicle’s original retail delivery date;
- a written request to the manufacturer to repurchase or replace the vehicle.

If the Lemon Law Administration rejects your Request For Arbitration, a written explanation will be mailed to you with further directions.

If your Request For Arbitration is complete, it will be forwarded to the Arbitration Board for review and scheduling.

The Arbitration Board

The Arbitration Board is a private company that has been selected by competitive public bid to provide arbitration services for the Lemon Law

program. The Arbitration Board and the arbitrators are not associated with any automobile dealer or manufacturer and are independent of the Attorney General's Office. Lemon Law arbitrators are attorneys specifically trained in arbitration procedures.

The Arbitration Board will review your application for additional legal issues which could disqualify a claim.

When the Arbitration Board accepts your Request For Arbitration, you will be sent a notice of acceptance followed by an arbitration hearing date. You will receive the formal notice of the scheduled date, time, and location of your hearing at least 10 days before the hearing date. Your arbitration hearing must be held within 45 days of the Board's acceptance of your Request For Arbitration.

If the Board rejects your Request For Arbitration for disqualifying legal issues, you will be sent a written explanation and further directions.

The Manufacturer's Statement

After your Request For Arbitration is accepted, the manufacturer should send you a copy of a "Manufacturer's Statement," which will state the reasons why the manufacturer believes that it should not be required to replace or repurchase the vehicle. The manufacturer must send you this statement within 10 days of being notified that your claim has been accepted for arbitration. The statement is useful when you prepare your presentation, testimony, and evidence for the hearing. You should be prepared to respond to the specific points that the manufacturer raises.

Manufacturer's Right To View The Vehicle

After a claim has been accepted for arbitration, the manufacturer has the right to request a 'viewing' of the vehicle for inspection purposes. The request must be made in the "Manufacturer's Statement. "

You must be present while the manufacturer views the vehicle, unless you request otherwise in writing. The manufacturer and you should try to make arrangements for a mutually convenient time, date, and location to view the vehicle.

During this 'view', the manufacturer can drive the vehicle or conduct tests with diagnostic equipment, but cannot make any repairs.

What If Your Claim Is Resolved Before The Hearing?

The manufacturer may contact you to try to settle your claim. Lemon Law creates incentives for both parties to reach a settlement agreement rather than proceeding on to a hearing. It is wise to get complete settlement terms in writing from the manufacturer before withdrawing from the arbitration process. If you do settle, notify the Arbitration Board immediately. You must complete and return a Settlement/Withdrawal form which is provided by the Arbitration Board.

If you withdraw from arbitration before your hearing, you may re-file for arbitration again within the 30 month time limit. However, if it is your second withdrawal, you will not be allowed to re-file for arbitration on the same grounds regardless of when the withdrawal occurred.

Notes:



THE ARBITRATION PROCESS

What Is An Arbitration Hearing?

Arbitration hearings are much less complicated than court trials—there are no formal rules of evidence or court procedures, and the hearings are designed to be as easy as possible for participants. You will be given the opportunity to explain your claim and present documents, witnesses or other evidence to help prove your claim. The manufacturer will have the same opportunity to present their side of the dispute. Arbitrators are like judges in that they listen to each side and then issue a decision.

The Lemon Law Administration has prepared a video which explains the arbitration process in detail. “The Lemon Law: A Guide to Arbitration” has been distributed to libraries across the state and is also available for viewing in selected state offices. Contact the Lemon Law Administration for locations and viewing appointments. After acceptance for arbitration, you will receive complete information from the Arbitration Board on arbitration procedures and how to prepare for an arbitration hearing.

Who Will Attend The Arbitration Hearing?

Hearings usually will be attended by you and any witnesses, a manufacturer’s representative, any manufacturer witnesses, and the arbitrator. All hearings are open to the public. In some

instances, an impartial automotive expert technician will be assigned to assist the arbitrator. The expert may examine the vehicle and give an opinion about the nature of the problem(s) and the effect on the vehicle. **The expert's function is not to provide testimony for either side in the dispute.** You should consider whether providing technical testimony from a qualified independent mechanic would add substantial support to your claim.

What You Must Prove At The Arbitration Hearing

At the hearing you must establish that your vehicle is eligible (see *Which Vehicles Are Eligible?*) and that the manufacturer received your written request for repurchase or replacement of the vehicle.

The arbitrator will ask you which of the categories your claim is based upon (see *What Is A Lemon?*):

- 2 attempts to diagnose or repair a “serious safety defect;”
- 4 attempts to diagnose or repair a “nonconformity;” or
- 30 or more cumulative days out-of-service for diagnosis or repair of one or more nonconformities and serious safety defects.

Your claim may be based on one or more defects and cover multiple categories. Plan your presentation to show how your vehicle meets all the requirements and definitions of a category as described in the law. Presenting problems which do not fit in those categories will not help your case and may confuse the important issues.

For each nonconformity or serious safety defect you must be prepared to prove to the arbitrator that:

- the defect continues to exist (except for days out-of-service);
- the defect meets the definition of a serious safety defect, or nonconformity (see *What Is A Lemon?*);
- the required minimum number of diagnostic or repair attempts have been made to the vehicle, with at least one attempt occurring under the manufacturer's written warranty and within the Lemon Law warranty period.

If you are claiming 30 or more cumulative days out-of- service due to diagnosis or repair of one or more nonconformities and serious safety defects, you must be prepared to show that:

- each defect meets (or did meet) the definition of a nonconformity or serious safety defect;
- at least 15 of the 30 or more days occurred under the manufacturer's warranty and within the Lemon Law warranty period (see *What Is The Warranty Period?*).

Replacement Or Repurchase?

Under the law, if your vehicle is determined to be a "lemon" by the arbitrator, you will be awarded your choice of repurchase or replacement of the vehicle. At the arbitration hearing you will have to make a final decision whether you want the vehicle replaced or repurchased.

NOTE: You will be sent a financial information form which you should complete and bring with you to the hearing along with supporting documents. **You must be prepared to present verification of all financial information at the hearing necessary to complete the calculation of an award.** Failure to provide this information can result in a reduced award.

Replacement:

If you are awarded a replacement vehicle, the new vehicle must be “identical or reasonably equivalent” to your vehicle as it existed at the time of original purchase or lease including any service contract, undercoating, rustproofing, other factory/dealer options; the manufacturer is also responsible for any sales tax, license, registration fees and refunding to you any incidental costs awarded by the arbitrator. Before receiving the new vehicle you will be obligated to pay the manufacturer an “offset for use” based on the total attributable use mileage and original “purchase price” regardless of whether you are the original or a subsequent owner. **You should contact your lender early in the process about how they would deal with your existing loan or lease and a replacement vehicle.**

Repurchase:

If you are awarded a repurchase of your vehicle, the arbitrator will determine your refund based on the following:

- if you **purchased** the vehicle, you will be refunded the cash price of the vehicle in the sales agreement (minus any manufacturer rebate) - if you have a loan balance, the lender will be paid from your refund;
- if you **leased** the vehicle, you will be refunded the total of all lease payments that you made, including inception and security deposit payments (not including any manufacturer rebate) - the manufacturer will be responsible for any remaining lease obligations.

NOTE: if you are a second or subsequent owner, a repurchase award will be based on your purchase price - not the original owner’s purchase price.

The following types of items are also included in a refund of either leased or purchased vehicles:

- **“collateral charges”** - sales or lease related charges including sales and use tax, finance charges, initial and monthly lease payments, dealer preparation and transportation charges, prorated license, registration and title fees, prorated insurance costs, nonrefundable portions of credit life and disability insurance, service contracts, undercoating, rustproofing and other factory or dealer installed options;
- **“incidental costs”** - reasonable expenses paid by you related to repairs including costs of towing and obtaining alternate transportation.
- **legal fees** - if the manufacturer was represented by counsel, the arbitrator will also award reasonable costs and attorney’s fees which you may have incurred in connection with the arbitration process.

Your refund will be the total of the award less an “offset for use” and less any lienholder interests in the vehicle. If your vehicle is leased, your refund will be the award total less an “offset for use” and the manufacturer will be responsible for paying off your lease obligation.

Offset For Use

When a manufacturer replaces or repurchases a vehicle, they have a right under Lemon Law to be reimbursed for use of the vehicle which is called the “offset for use.”

The “offset for use” is computed by multiplying the number of miles directly attributable to use times the “purchase price” (in the instance of a lease, “purchase price” is the vehicle’s capitalized cost if disclosed in the lease or if not disclosed then the manufacturer’s suggested re-

tail price) and dividing by 120,000 (**Note:** divide by 25,000 for a motorcycle).

Example: Based on a purchase price of \$12,000 and 10,000 miles attributable to a consumer's use, the "reasonable offset for use" would be:
$$\frac{(\$12,000) \times (10,000 \text{ miles})}{120,000} = \$1,000$$

NOTE: if you are a second or subsequent owner: a **repurchase offset** is based on your purchase price and a **replacement offset** is based on the original purchase price of the vehicle (as you will receive a new vehicle for the used vehicle you purchased).

IMPORTANT: Be certain that you understand how your "offset for use" will be calculated. If you are awarded a replacement vehicle, you must pay the "offset for use" before receiving the new vehicle. This may affect your decision whether to choose repurchase rather than a replacement.

If you are awarded a repurchase, the "offset for use" will be deducted from your refund before any existing loan obligations are paid. It is possible in situations of large loan balances and high mileage that a refund will not be enough to pay off the loan; the remaining balance would still be your responsibility. Similarly, if you have a lease with low payments and you have put substantial mileage on the vehicle, your 'offset' could be larger than your refund

The Arbitration Decision

The Board must issue the arbitration decision within 60 days from the date the Board receives your Request For Arbitration. You will receive a copy of the decision and a form asking whether you accept or reject the decision. You have 60

days from the date you receive the decision to accept or reject it.

If the arbitration decision is in your favor and you accept it, then the manufacturer must:

- comply within 40 days of receiving notice of your acceptance; or
- appeal to superior court within 30 days of receiving your acceptance.

If you disagree with the decision, you can pursue your claims against the manufacturer by filing an appeal in superior court (at your own expense) where you would be allowed a new hearing of the dispute at a trial. If you decide to appeal, the appeal must be filed in superior court within 120 days of rejecting the arbitration decision.

Compliance And Consumer Requirements When Returning A Vehicle

The Attorney General's Office will contact you to confirm whether the manufacturer has complied. If the manufacturer has not complied or appealed, the Attorney General's Office may fine them.

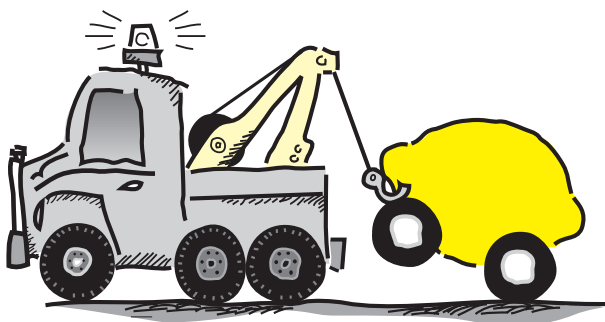
If an arbitration decision awards repurchase or replacement of a defective vehicle, compliance with the decision occurs at a time, place and in a manner that is mutually agreeable to the you and the manufacturer.

You must return the vehicle free of damage; a consumer is not responsible for problems related to 'wear and tear' from ordinary or expected use of the vehicle or damage related to defects covered by the warranty.

If the vehicle has been damaged due to fire, theft, vandalism, or collision (e.g. a dented fender

from an accident or a broken/cracked windshield), the consumer has the option of having the vehicle repaired or transferring any insurance claim/insurance settlement to the manufacturer.

When returning a vehicle to the manufacturer, you cannot remove any equipment or options from the vehicle that were included in the purchase or lease. If you added features after buying or leasing the vehicle (e.g. car telephone or a canopy for a truck), those items may be removed while avoiding further damage, but you are not required to return the vehicle to original condition.



Contacting The Lemon Law Administration

CALL

Statewide

Toll-free 1-(800) 541-8898

TDD 1-(800) 276-9883

Local King County

(206) 587-4240

Local Spokane County

(509) 456-3123

WEB SITE

<http://www.wa.gov/ago/>

E-MAIL

lemon@atg.wa.gov

WRITE

Lemon Law Administration

Attorney General's Office

900 - 4th Ave., Suite 2000

Seattle, WA 98164-1012

FAX

(206) 464-6451

RECORDED INFORMATION ACCESSIBLE BY TELEPHONE

Callers with touch-tone phones
can access recorded information about
the Lemon Law 24 hours a day.

Statewide

Toll-free 1-(800) 541-8898

For Further Information

The Consumer Resource Centers of the Attorney General's Office provide information and informal mediation of disputes to consumers and businesses. If you have a question, would like additional printed materials, or want assistance in resolving a consumer problem, please contact the nearest Consumer Resource Center by calling the statewide toll free or local telephone number below.

The Attorney General's Office cannot provide legal services for you or act as your attorney. You should consider other informal dispute resolution services, small claims court (for disputes involving less than \$4,000) or consulting a private attorney to determine your full legal rights.

CONSUMER RESOURCE CENTERS OFFICE OF THE ATTORNEY GENERAL

E-Mail protect@atg.wa.gov

Web site <http://www.wa.gov/ago/consumer>

Statewide (800) 551-4636

Bellingham (360) 738-6185

Kennewick (509) 734-7140

Olympia (360) 753-6210

Seattle (206) 464-6684

Spokane (509) 456-3123

Tacoma (253) 593-2904

Vancouver (360) 759-2150

LEMON LAW: (800) 541 8898

or in Seattle 587-4240

CONSUMERLINE has taped information on a number of consumer related issues. Residents in Washington can call **(800) 692-5082**.

The Attorney General's Office has a policy of providing equal access to its services. If you need to receive the information in this brochure in an alternate format, please call (206) 464-6684. The hearing impaired may call any above number utilizing the Washington Telecommunications Relay Service.



Motor Vehicle Lemon Law

July 2001

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Notes:

[illegible]

Motor Vehicle **LEMON LAW** RCW 19.118



MOTOR VEHICLE LEMON LAW

Your guide to
Washington's Motor
Vehicle Warranties Act
from the Office
of the Attorney General